

original designs, for the quality of its custom printing, and customer service. NT has appears in search engines as a top retailer and has shipped over one million units of various DTF products since its inception. As a result, the NT trademark has become synonymous with NT's high-quality custom-designed products and related services.

3. NT's commitment to excellence in its products and customer service is such that it prominently streams live, uncensored customer reviews on the NT website. As of January 30, 2024, NT has over fourteen thousand (14,000) five (5) star reviews for its products and services from customers who ordered DTF products from NT and indicated that they would order from NT again. NT has built its business and developed significant goodwill in the NT website and the NT trademark on its stellar and completely transparent customer satisfaction record.

4. Upon information and belief, Defendant DTF, LLC is an e-commerce company that does business as "Next Day DTF" and owns and operates www.nextdaydtf.com (the "NDDTF website"), a competitor of NT in the DTF products marketplace. However, upon a close review of the NDDTF website, it is obvious that it is simply a copy of the NT website, with much of NT's text, images, designs, design layout, blogs, and links still intact. As detailed more fully below, NDDTF has traded on NT's work and development, and now attempts to trade on the goodwill developed by NT in the industry. Perhaps most egregiously, NDDTF is doing so using false advertising, misrepresentations, and by brazenly copying NT.

5. This action arises out of Defendant's intentional, prominent, systematic, and unlawful encroachment on NT's business by, among other acts:

- a. its use of terms that are substantially indistinguishable from and/or confusingly similar to NT's federally registered NT trademark – on search engines and in advertising;
- b. its intentional misrepresentations about NT to consumers made for the express purpose of diverting business from NT to itself;
- c. its intentional copying of NT's proprietary two-dimensional graphic designs,

- text, layouts, ideas, concepts, and the “look and feel” of the NT website;
- d. its blatant copying of NT’s videos that show NT’s offices, employees, warehouse, and processes, and in some instances adding NDDTF’s watermark to NT’s videos; and
- e. its false and deceptive advertising and marketing of its services, including, without limitation, promoting materially incomplete and misleading “Thousands of 5 Star DTF Transfer Reviews” and “customer satisfaction” data, engaging in deceptive and/or misrepresenting pricing and discounting practices, and making false representations in comparison to NT.

6. Defendant is engaging in such conduct to improperly trade-off of the extensive goodwill NT has developed in the NT trademark and deceptively and falsely trading-off of NT’s name, to increase its market share in the DTF products marketplace by purposefully confusing consumers searching for the NT’s DTF products and/or NT website misdirecting them to the NDDTF website, and creating the false and erroneous impression that the products and services provided by Defendant through the NDDTF website are comparable and/or discounted from NT’s—when in fact they are not—and/or are approved, sponsored and/or endorsed by NT.

7. In fact, Defendant knowingly and intentionally engaged in the unauthorized copying and reproduction of the NT website, and despite demands that NDDTF cease such conduct, NDDTF’s conduct as detailed herein continues.

8. Upon information and belief, such conduct by Defendant has generated and continues to generate substantial revenue for NDDTF, at the expense of and by trading off of the NT trademark, the NT website, and the goodwill developed therein.

9. Such conduct has caused NT to incur substantial financial expenditures and losses as a result of Defendant’s actions.

10. Accordingly, NT brings this action for injunctive relief and damages for Defendant’s infringement of the NT trademark in violation of 15 U.S.C. § 1114; unfair competition and false designation of origin in violation of 15 U.S.C. § 1125; false and deceptive advertising in

violation of 15 U.S.C. § 1125; trademark infringement under the common law of Pennsylvania; and deceptive or misleading advertising and practices in violation of the statutory law of Pennsylvania.

II. THE PARTIES

11. Plaintiff, Ninja Transfers, LLC (“NT” or “Plaintiff”) is a Pennsylvania Limited Liability Company with its principal place of business located at 2727 Commerce Way, Box 100, Philadelphia, PA 19154.

12. Defendant DTF, LLC d/b/a Next Day DTF (“NDDTF” or “Defendant”) is an Ohio Limited Liability Company located at 4641 Northwest Pkwy, Ste 1, Hillard, OH 43026.

III. JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over NT’s Lanham Act claims pursuant to 28 U.S.C. § 1331 and over remaining claims under 28 U.S.C. §§ 1338(b) and 1367(a).

14. Further, this Court has subject matter jurisdiction as the amount in controversy exceeds \$75,000 and the parties are citizens of different States.

15. This Court has personal jurisdiction over Defendant because Defendant has purposefully availed itself of the benefits of this forum by, among other things, engaging in substantial, continuous and systematic activities within this district. Defendant maintains an interactive e-commerce website - the NDDTF website - through which it regularly transacts business with consumers located within this district, and Defendant directs search engine advertisements for its services to consumers located within this district. Furthermore, Defendant has directed its unlawful conduct to NT, which resides in this district.

16. By way of limited example only, Defendant has sold and shipped DTF products to Philadelphia, PA. *See* Order attached hereto as **Exhibit A**.

17. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because Plaintiff is located in this district, Defendant's harm is directed to this district, and a substantial part of the events or omissions giving rise to the claims occurred in this district.

IV. FACTS RELATED TO ALL COUNTS

18. As set forth in the summary above, NT is a Philadelphia-based company that engages in the e-commerce sale of DTF products on the NT website, www.ninjatransfers.com.

19. NT owns the federal trademark for the term "Ninja Transfers" registered with the United States Trademark Principal Register as U.S. Serial Number: 97888548 and U.S. Registration Number: 7183060, as well as a separate pending registration for a stylized "Ninja Transfers" as U.S. Serial Number: 98243696. A true and correct copy of the publicly available registration data for NT trademarks is attached hereto as **Exhibit B**.

20. At all times material hereto, NT has been continuously marketing, promoting, and selling DTF products and related services on the NT website, under the NT trademark, and the NT trademark is among NT's most important assets.

21. As a result of these efforts, the significant resources NT has devoted to promoting its DTF products and related services under the NT trademark, and NT's high-quality products and services offered under the NT trademark have received, the NT trademark has achieved strong consumer recognition.

22. Further, NT designs, creates, and acquires proprietary two-dimensional graphic designs, website designs, website text, product descriptions, process descriptions, look and feel, and various other elements of the NT website (collectively the "intellectual property") for use by consumers of the NT website, which are original works of authorship.

23. NDDTF is a competitor of NT in the e-commerce sale of DTF products and

provides products and services that are similar to those of NT.

24. Upon information and belief, at all times relevant hereto, Defendant has had actual and constructive knowledge about NT's exclusive right to its trademark and intellectual property.

25. Further, as detailed more fully below, Defendant has actively and purposefully copied the NT website, in some instances failing to update links, text, or images—making it obvious that the NDDTF website was created by literally creating a copy of the NT website.

Defendant's Trademark Infringement

26. Defendant is intentionally and prominently using the term “Ninja Transfer” and “Ninja Transfers”, which is substantially indistinguishable from and/or confusingly similar to the NT trademark - in the headings and text of paid search engine advertisements, in a manner intended to both (a) misdirect consumers searching for the NT website to the NDDTF website, and (b) create a false and erroneous impression that the products and services provided by Defendant through the NDDTF website are substantially cheaper than NT's. See below:

Sponsored



Sponsored



27. Defendant's prominent and lead use of the term “Ninja Transfer” and “Ninja

Transfers” in the headings of its paid search engine advertisements, as shown above, in many instances appeared directly above NT’s own paid search engine advertisements and/or links to the NT website - is intended to misdirect consumers in search of the NT website to the NDDTF website and otherwise create the false and erroneous impression that the products and services provided by Defendant through the NDDTF website have been approved, sponsored and/or endorsed by NT, or are in some way connected or affiliated with NT and/or the NT website.

False Price Advertising

28. Assuming *arguendo* that NDDTF’s advertising seeks to legitimately compare itself to NT, such efforts still fail. Specifically, in seeking to compare to NT, NDDTF falsely represents and implies that NT’s customers are “overpaying” and would “save 50%” if they “Try NextDayDTF” instead of NT.

29. However, such claim is demonstrably false, as NDDTF’s prices are rarely, if ever cheaper than NT’s. In fact, for most customers ordering large quantities of DTF products, NT was substantially cheaper than NDDTF—often more than 50%.

30. By way of limited example only, NT performed a price comparison for a sample of NT vs. NDDTF’s pricing and was unable to find a single instance where a customer would be saving 50% by using NDDTF instead of NT:

<u>Size</u>	<u>NT’s Price</u>	<u>NDDTF’s Price</u>
2” x 2”	\$1.99 for 1-14, \$.90 for 100+	\$1.49 irrespective of quantity
3” x 3”	\$2.49 for 1-14, \$1.12 for 100+	\$2.49 irrespective of quantity
4” x 4”	\$2.99 for 1-14, \$1.35 for 100+	\$2.99 irrespective of quantity
6” x 6”	\$4.99 for 1-14, \$2.25 for 100+	\$3.49 irrespective of quantity

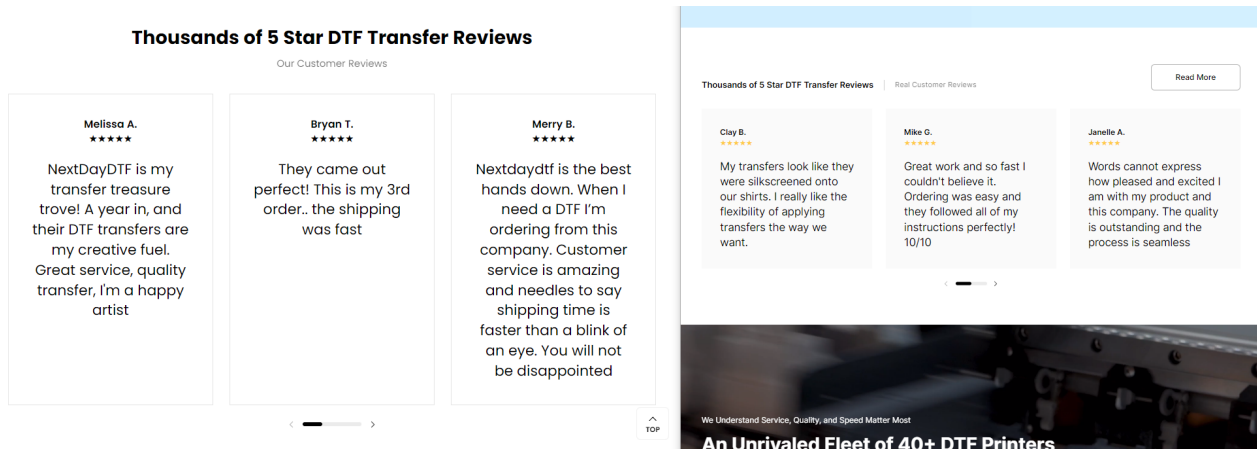
31. Accordingly, NDDTF's practices in this regard are misleading, deceptive, false, unacceptable, unfair, and harmful in any competitive environment.

32. Upon information and belief, Defendant has also engaged in these false advertising and deceptive trade practices in an unlawful effort to confuse and mislead customers to increase its share of the DTF transfer market.

NDDTF copied NT's website, images, text and Look and Feel of the Website

33. In many respects, the NDDTF website imitates the NT website and/or copies the NT website *word-for-word* and utilizes the same style and layout—and in some cases NT's exact text, links, images, and videos—making it obvious that NDDTF copied NT in order to create its website.

34. By way of limited example, the NDDTF website uses the same heading as the NT website it has “Thousands of 5 Star DTF Transfer Reviews”, which as detailed more fully below is also demonstrably false. *See* screenshot below:¹




35. By way of further limited example, when scrolling down the NDDTF website's main page other headings and content also contain *word-for-word* or extremely similar copies of the text and layout of the NT website, such as the ordering process, FAQ section, and blog, all of

¹ For all side-by-side comparison screenshots, the NDDTF website is on the left and the NT website is on the right.

which appear virtual identical to the NT website. *See* screenshots below:

Features of our DTF Transfers

Say goodbye to the days of uncertainty and compromise in your creative projects. With our industry-leading Direct to Film (DTF) transfers, you can trust in the quality and brilliance of your artwork, product style, and color combinations. Our DTF transfers are meticulously crafted to stand out from the competition, ensuring that your designs come to life with unparalleled vibrancy and clarity.



Best Image Quality

Our proprietary DTF inks are expertly crafted to produce not only deeper and more vivid colors but also an expanded color spectrum, ensuring that each custom DTF transfer we create is imbued with life-like hues and sharp details.


Super Fine Details

Same Design Different Colors

It Just Works On Anything

Features of our DTF Transfers

No more second guessing your artwork, product style, or product color combination. Our high quality DTF transfers are brighter, more durable, stretchier, and higher detail than any other transfer company.



Incredible Image Quality and Fine Details

Crisp Bright Whites


No Borders Necessary

The DTF transfer above is a 4 inch wide print. Look at the incredible detail you can achieve with any design without any connecting background or border on your design. Use DTF transfers in place of vinyl, screen printing, sublimation, and more.


Super Fine Details

Start your DTF Order


Offering multiple ways to order direct to film transfers. Order by size or upload a pre-made gang sheet.



DTF Transfers By Size




DTF Transfers Gang Sheets



Online Gang Sheet Builder

Get Started

Select the DTF Transfer product the works best for you

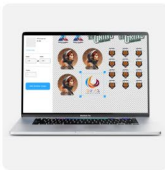


DTF Transfers By Size

★★★★★ (4702)

From \$1.99

[View product](#)

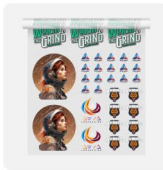


Ninja Gang Sheet Builder

★★★★★ (929)

From \$34.99

[View product](#)



DTF Gang Sheets

★★★★★ (513)

From \$34.99


[View product](#)

FAQ

- + What is a DTF transfer?
- + What is the minimum I can order?
- + What kind of press do I need?
- + What sizes are available?
- + How do transfers hold up in the wash?
- + How quickly can I get my order?
- + What file format should my artwork be?
- + What is your refund policy?


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Jan 06, 2024

Chapter 9: Marketing Your T-Shirt Business

Explore effective marketing strategies for t-shirt businesses, covering social media, SEO, content marketing, and data-driven optimization.

[Read more](#)




Jan 04, 2024

Chapter 8: Best Online Storefronts for Selling T-Shirts

Welcome to Chapter 8 of The Ultimate T-shirt Business Success...

[Read more](#)



Dec 29, 2023

Chapter 7: How To Choose Products for Your T-shirt Business

Our complete to choosing the right t-shirt products for custom brands - explore styles, fits, fabrics, printing methods and inventory dynamics essential for strategic selections.

[Read more](#)

36. Further, and as additional evidence that NDDTF blatantly copied the NT website to create its own, NDDTF uses NT's exact *word-for-word* text in various sections of the NDDTF website such as the "Features", "Pressing Instructions", "Shipping & Returns", and "Refunds &

Reprints” sections in its product detail pages. *See* screenshots below:

Product Details

+

Features

—

Pressing Instructions

—

Ready-to-Press: Skip the design process – this transfer is all set for pressing, saving you valuable time and effort.

High-Quality Print: Expect sharp details and eye-catching hues that remain vivid even after numerous washes.

Versatile Application: Revamp t-shirts, tote bags, home decor, and more with this versatile transfer, letting your creativity run wild.

To achieve a professionally pressed DTF transfer every time, follow these five straightforward steps:

- No Pre-Press or Pre-Iron Required:** Removing moisture is unnecessary. Only perform a prepress if you prefer.
- Position Your Design:** Take your time aligning your transfer on the desired location. While heat-resistant tape is typically unnecessary, it's highly recommended for hats or when using an iron.
- Press:** Apply medium pressure at 320°F / 160°C for 15 seconds. You can't damage the transfer with more heat, pressure, or time within reason. However, excessive heat may harm your garment, so test first and use parchment paper or a protective sheet to shield your garment.
- Let It Cool. Then Peel It:** Allow your transfer to cool for at least 15 seconds or a few minutes based on the film choice before gently peeling it off. If any part of the design doesn't transfer, troubleshoot by adjusting pressure, time, or temperature.
- Final Press & Wash Instructions:** Place parchment paper or a single layer of t-shirt material over the design and press again for 15

Features

—

- Ready-to-Press:** Skip the design process – this transfer is all set for pressing, saving you valuable time and effort.
- High-Quality Print:** Expect sharp details and eye-catching hues that remain vivid even after numerous washes.
- Versatile Application:** Revamp t-shirts, tote bags, home decor, and more with this versatile transfer, letting your creativity run wild.

Satisfaction Guarantee

+

Pressing Instructions

—

Click [here](#) to watch our DTF Transfer Pressing Instructions Tutorial Video.

To ensure your DTF transfer looks professionally pressed every time, follow these five simple steps.

- No Need To Pre-Press Or Pre-Iron:** Removing moisture is unnecessary. Only do a prepress if you so desire.
- Position Your Design:** Take your time to line up your transfer in the desired location on your item. Normally, there is no need to use heat-resistant tape on flat heat presses to keep your design in place, however it is highly recommended when pressing transfers onto hats or when using an iron to keep the transfer in place. You'll get a feel for when this is needed. For more precise positioning, use our [DTF Alignment Ruler Set](#).
- Press:** Press your transfer with medium pressure at 310°F / 155°C for 15 seconds. You cannot damage the transfer by pressing with more heat, pressure, or time -- within reason. However, too much heat can damage your garment, so test first and use parchment paper or a protective guard sheet to protect your garment from a direct iron.
- Let It Cool. Then Peel It:** After pressing, let your transfer rest until it is cool to the touch (minimum of 15-30 seconds). To speed up the cooling process, utilize our [Fast Cool Peel Air Transfer Blower](#). Once cool, lift the transfer from one corner and gently peel back. We have a saying in the dojo, which is, don't use your hands, use your EYES. This ensures every piece of your design is adhering to your item. If not, stop

Shipping & Returns

All orders ship out the same or next business day. Orders over \$50 will automatically qualify for **Free Shipping**. Express shipping options using Rush Delivery and a next day delivery guarantee option is available at checkout.

Read our Shipping Policy for more information.

Refunds & Reprints

Contact us within 30 days of receiving your order to submit a request for a refund or reprint. We will reprint any order where there is a print quality or adherence issue. However, we will not issue a reprint if the uploaded file is low quality. If you'd like a refund or reprint for another reason, it must be approved by management first.

Shipping & Returns

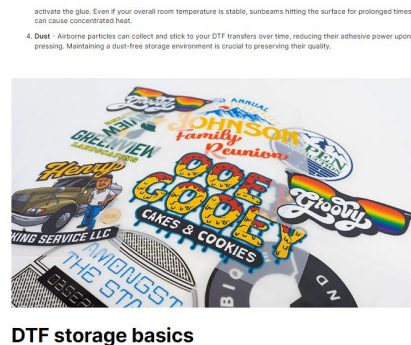
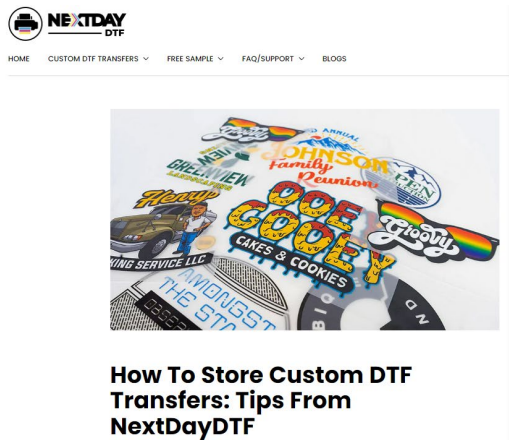
All orders ship out the same or next business day. Orders over \$75 will automatically qualify for **Free Shipping**. Express shipping options using Rush Delivery and our Guaranteed Delivery option UPS Next Day Air Saver® available at checkout.

Read our [Shipping Policy](#) for more information.

Refunds & Reprints

[Contact us](#) within 45 days of receiving your order to submit a request for a refund or reprint. We will reprint any order where there is a print quality or adherence issue. However, we will not issue a reprint if the uploaded file is low quality. If you'd like a refund or reprint for another reason, it must be approved by management first.

37. By way of further limited example, NDDTF used NT's images for the NDDTF website that were designed and created by NT, making either minor changes or no changes at all before replicating them on their own website. *See* screenshots below:

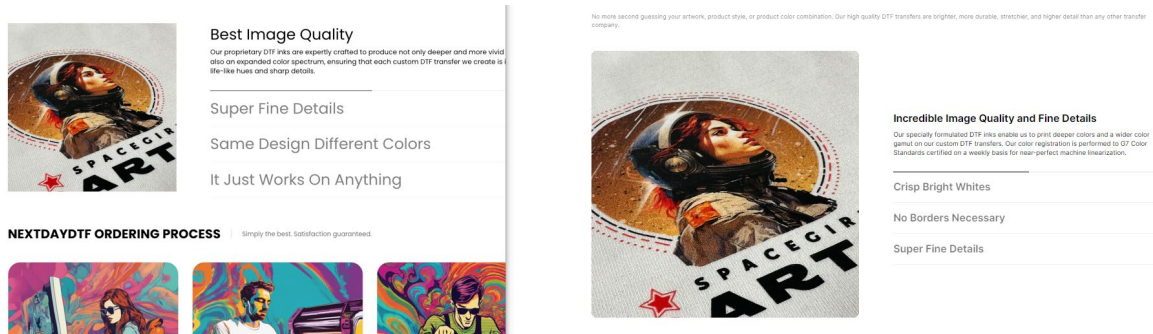


DTF storage basics

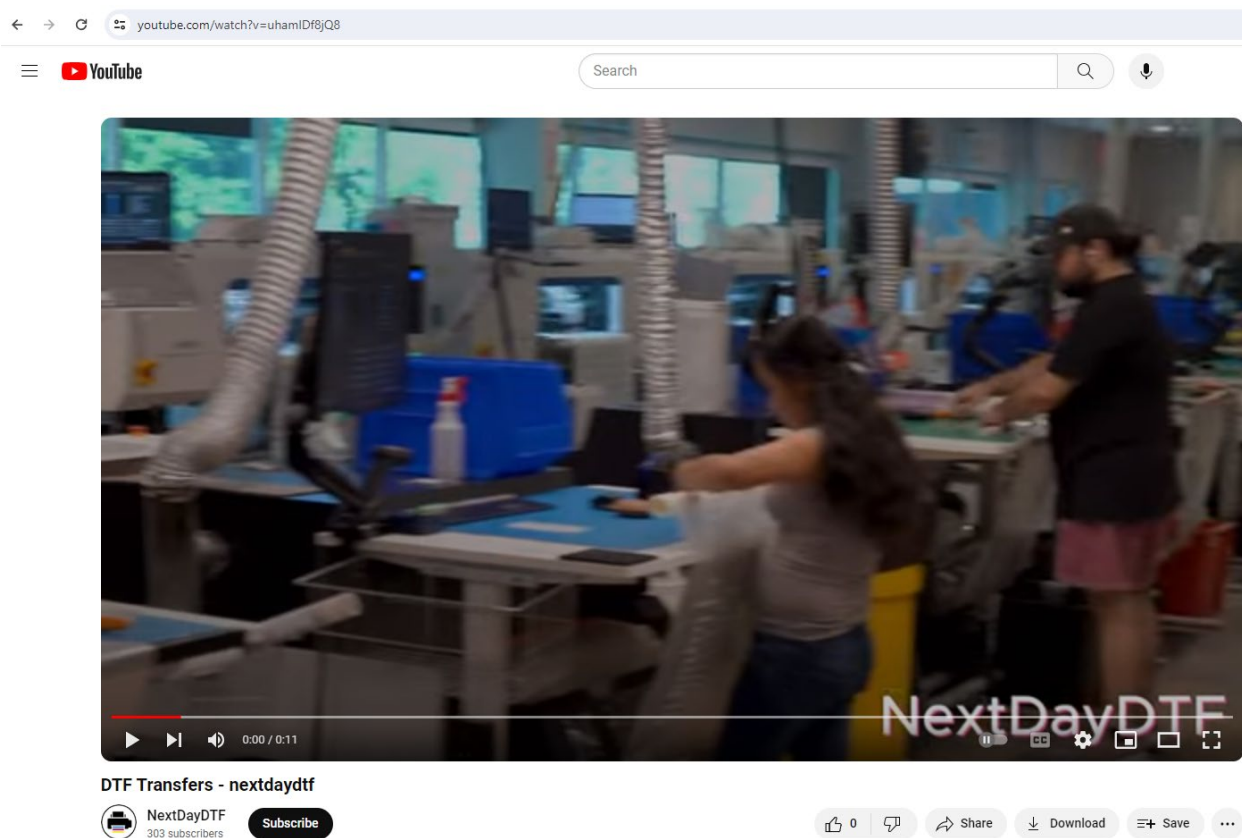
Storing your DTF transfers properly is simple if you know the basics. Here are the four keys long-term storage. Use these techniques to ensure your transfers are ready for action when you need them.

1. Use airtight containers. Ziplock bags, bins, plastic folders. Anything airtight.
2. Lay them flat. Avoid storing at an angle, off of an edge, or bent in any way.
3. Don't over-stack. Avoid tall piles or any additional weight on top of transfers.
4. Interleaving. Use sheets of paper to alternate between transfers in a stack.



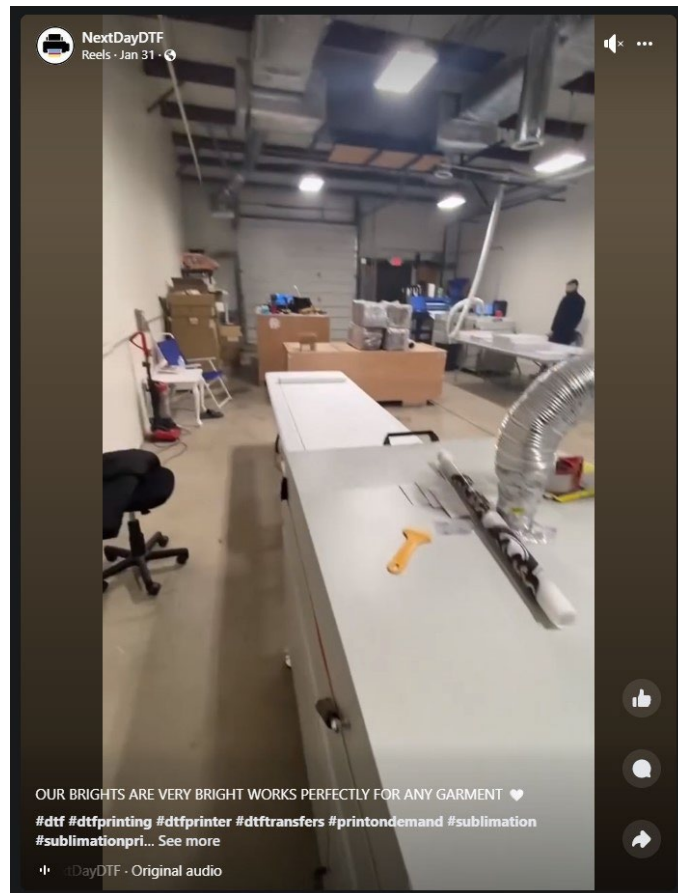


38. By way of further limited example, NDDTF took NT's videos, showing NT's offices, employees, warehouse, and processes, and re-posted the videos as their own—in at least one instance, *added NDDTF's watermark to NT's video*. Screenshot below:²



39. In fact, it appears that NDDTF is operated out of a garage with a one or two printing machines, as evidenced by the videos posted on NDDTF's social media. *See* screenshot below:

² The video can be accessed on YouTube at: <https://www.youtube.com/watch?v=uhamlDf8jQ8>



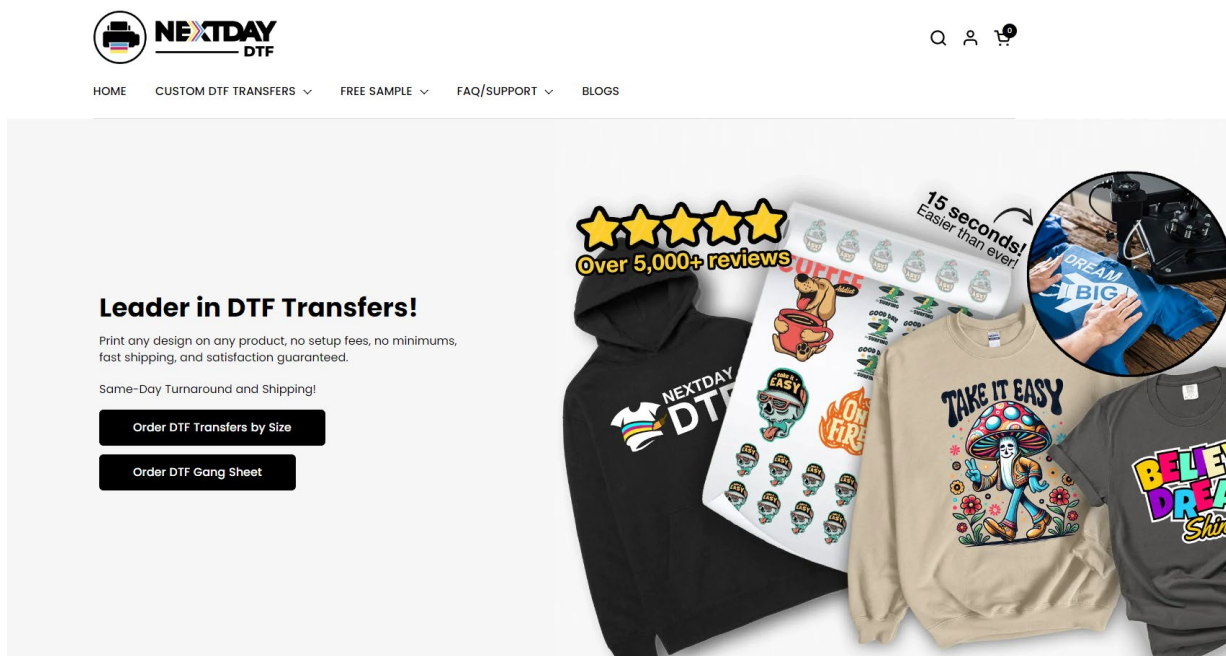
40. These examples make it abundantly clear that NDDTF brazenly and blatantly copied the “Look and Feel” as well as the exact content from the NT website to create their own site, image, and brand—and to cause customer confusion, to harm NT, and to divert customers seeking to purchase products from NT.

41. Further, such conduct has caused NT harm as NT creates images and text for its website at substantial expense. Setting aside the blatant infringement thereof, such images and text are supposed to be unique for various search engine optimization purposes, and are now duplicative and must be changed to avoid harm to NT’s standing online.

42. As a result, NT has had to expend resources to remove text and images from its website and to create new and distinct text and images and to rebuild its own website in an effort to avoid customer confusion.

NDDTF falsifies its reviews

43. Recognizing the value of marketing itself as having thousands of five star reviews—which NT actually has—and in order to give the false impression that it has substantial customer support and interaction, NDDTF prominently touts that it has “Over 5,000+ reviews” and purports to post “Thousands of 5 Star DTF Transfer Reviews”. Despite NDDTF’s claim of “Over 5,000+ reviews” only a fraction (*approximately seven*) of NDDTF’s purported “Over 5,000+ reviews” are actually posted on the NDDTF website. See screenshot of the NDDTF website is below and screenshots of NDDTF’s seven (7) reviews are attached hereto as **Exhibit C**:



44. Further upon review of NDDTF’s social media and other online postings, it is clear that it does not even have ten (10) reviews, let alone “thousands”. Further, the reviews it does show on the NDDTF website are not found anywhere else on the internet and are thus also believed to be fabricated.

45. Likewise, in its various social media accounts, NDDTF engages in false and

deceptive advertising related to:

- a. The quality of their inks, identifying them as “the best ink” and “custom engineered inks” that “are simply better than others”;
- b. The quality of their DTF transfers, calling them the “best” and the “best quality DTF transfers”; and
- c. The volume of their business, by representing that they print “10,000+” and “50k+” DTF transfers every day.

46. The clear commercial impression of NDDTF’s advertising and promotional claims is that it has superior quality and an extremely large volume of orders than every other DTF printer, including, without limitation, NT.

47. Upon information and belief, these advertising and promotional claims made by NDDTF are false, as NT’s quality, volume, and ink is as good or better than that of NDDTF.

48. Such conduct is clearly false and misleading and further evidence’s NDDTF’s blatant attempt to copy the NT website and trade on NT’s intellectual property.

49. Further still, NDDTF misrepresents that it engages in same day shipping if ordered by 4PM, and that it has 24/7 customer support.

50. By way of limited example only, when Plaintiff’s agent ordered DTF transfers from NDDTF, on January 12, 2024—at 12:44PM, and paid \$25.99 extra for “Next Day Delivery” the DTF transfers arrived four days later, on January 16, 2024. *See* Ex. A.

51. Notably, the order number itself #1299 indicates that NDDTF has not even printed 1500 orders, let alone 10000+ or 50000+.

52. Moreover, when Plaintiff’s agent contacted NDDTF seeking an explanation or reimbursement due to the misrepresentation about the next day delivery, the email correspondence

was ignored by NDDTF.

53. Accordingly, in addition to the various claims made on the NDDTF website, the name “Next Day DTF” itself is false and misleading.

54. As a direct and proximate result of NDDTF’s conduct as detailed herein, NT has been and continues to be harmed.

55. Accordingly, in addition to damages, NT seeks that NDDTF be enjoined from continuing to trade on NT’s likeness, trademarks, and intellectual property and that NDDTF be compelled to remove all false and misleading advertising online, on social media, and on its website.

COUNT I

TRADEMARK INFRINGEMENT – LANHAM ACT 15 U.S.C. § 1114

56. Plaintiff hereby incorporates by reference all paragraphs as though set forth fully at length herein.

57. NT owns federal trademark registrations for the NT trademark.

58. NT has marketed, advertised, and promoted its products and services under the NT trademark and as a result of this marketing, advertising, and promotion, the NT trademark is understood to signify the products and services of NT, and are the means by which those products and services are distinguished from those of others in the same and related fields.

59. At all relevant times herein, Defendant has had actual and constructive knowledge and notice of the NT trademark.

60. The activities of Defendant described herein have caused and are likely to continue to cause confusion, deception, and mistake by creating a false and erroneous impression that the products and services provided, offered, advertised, and marketed by Defendant through the NDDTF website are approved, sponsored and/or endorsed by NT, or are in some way connected

or affiliated with NT's.

61. Upon information and belief, Defendant's violations of the Lanham Act have been and continue to be intentional, willful and without regard to NT's rights.

62. Upon information and belief, Defendant has gained profits by virtue of its infringing actions.

63. Upon information and belief, NT has sustained damages as a result of Defendant's violations of the Lanham Act, including a decline in sales, the erosion of its market share, the loss of goodwill, increased advertising expenses, increased web design expenses, increased search engine optimization expenses, and additional losses and damages.

64. Unless Defendant is enjoined, Defendant will continue to promote its products and services by unlawfully using the NT trademark and intellectual property and/or other marks that are confusingly similar thereto in the United States and in this jurisdiction.

65. NT will continue to suffer irreparable harm unless Defendant is temporarily, preliminarily, and permanently restrained from continuing to use the NT trademark and intellectual property and/or other marks that are confusingly similar thereto.

66. Issuance of injunctive relief is justified by Defendant's conduct, is needed to avert irreparable harm, is justified by the balance of the equities, and is in the public interest.

67. Pursuant to 15 U.S.C. § 1117, NT is entitled to an Order requiring Defendant to account for any and all profits and other ill-gotten gains Defendant derived from its use of the NT trademark and intellectual property and/or other marks that are confusingly similar thereto, and to an Order awarding all damages sustained by NT by reason of Defendant's conduct.

68. Defendant's actions have been willful, malicious, and fraudulent, with knowledge of the likelihood of deception, and with intent to deceive.

69. Pursuant to 15 U.S.C. § 1117, NT is entitled to recover multiplied or enhanced damages.

70. This is an “exceptional case” under 15 U.S.C. § 1117, and therefore NT is entitled to an award of attorneys’ fees and costs.

COUNT II
UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN – LANHAM ACT
15 U.S.C. § 1125

71. Plaintiff hereby incorporates by reference all paragraphs as though set forth fully at length herein.

72. As described above, Defendant’s use of the term “Ninja Transfer” and “Ninja Transfers” has caused and is likely to continue to cause confusion, mistake, and deception among the trade as to the source of Defendant’s products and services, or as to a possible affiliation, connection or association between NT and Defendant in violation of the Lanham Act 15 U.S.C. § 1125.

73. The ongoing acts of Defendant constitute a false designation of origin and unfair competition in violation of the Lanham Act, 15 U.S.C. § 1125.

74. Further, as detailed herein, Defendant’s conduct in the design of the NDDTF website infringed on NT’s trade dress in violation of the Lanham Act, 15 U.S.C. § 1125 by featuring the same color scheme, layout, buttons, fonts, graphics, text, links, and content of the NT website.

75. In fact, as detailed above, such conduct brazenly copied Plaintiff’s website, often neglecting to change links, text, and images such that Plaintiff’s word-for-word text, images, and headings appeared on Defendant’s website.

76. Such conduct copied and infringed on Plaintiff’s trade dress in an effort to market

the exact same business, and did so in a way that is confusingly similar (and often identical) to the NT website.

77. As a result of Defendant's wrongful conduct, NT has been irreparably harmed and is facing further imminent irreparable harm for which there is no adequate remedy at law.

78. NT will continue to suffer irreparable harm unless Defendant is temporarily, preliminarily, and permanently restrained from continuing to use the terms "Ninja Transfer" and/or "Ninja Transfers".

79. Issuance of injunctive relief is justified by Defendant's conduct, is needed to avert irreparable harm, is justified by the balance of the equities, and is in the public interest.

80. Pursuant to 15 U.S.C. § 1117 (a), NT is entitled to an Order requiring Defendant to account for any and all profits and other ill-gotten gains Defendant derived from its use of term "Ninja Transfer" and/or "Ninja Transfers" and to an Order awarding all damages sustained by NT by reason of Defendant's conduct.

81. Defendant's actions have been willful, malicious and fraudulent, with knowledge of the likelihood of deception, and with intent to deceive.

82. Pursuant to 15 U.S.C. § 1117, NT is entitled to recover multiplied or enhanced damages.

83. This is an "exceptional case" under 15 U.S.C. § 1117, and therefore NT is entitled to an award of attorneys' fees and costs.

COUNT III
FALSE AND DECEPTIVE ADVERTISING – LANHAM ACT 15 U.S.C. §1125

84. Plaintiff hereby incorporates by reference all paragraphs as though set forth fully at length herein.

85. As described above, Defendant has engaged in various acts of false advertising and

deceptive trade practices, including, without limitation, purporting to display “Over 5,000+ reviews” on the NDDTF website to support its claim of “Thousands of 5 Star DTF Transfer Reviews”, when in fact the customer reviews have been carefully selected to maintain Defendant's bogus claim of only 5-star reviews; using NT’s name and claiming that customers can save 50% if they order from Defendant instead of NT—which is demonstrably false; placing its watermark on NT’s videos; and making misrepresentations about the volume of their business, quality of their ink, and falsely purporting to create the “best” DTF transfers.

86. Likewise, Defendant has made intentional misrepresentations about NT to customers for the express purpose of disparaging NT and diverting business from NT to itself.

87. The ongoing acts of Defendant constitute false and deceptive advertising in violation of the Lanham Act, 15 U.S.C. § 1125.

88. As a result of Defendant’s wrongful conduct, NT has been irreparably harmed and is facing further imminent irreparable harm for which there is no adequate remedy at law.

89. NT will continue to suffer irreparable harm unless Defendant is temporarily, preliminarily, and permanently restrained from continuing to misrepresent the nature, characteristics, and qualities of its goods and services in commercial advertising and promotional materials.

90. Issuance of injunctive relief is justified by Defendant’s conduct, is needed to avert irreparable harm, is justified by the balance of the equities, and is in the public interest.

91. Pursuant to 15 U.S.C. § 1117, NT is entitled to an Order requiring Defendant to account for any and all profits and other ill-gotten gains Defendant derived from its misrepresentations as to the nature, characteristics, and qualities of its goods and services in commercial advertising and promotion, and to an Order awarding all damages sustained by NT by

reason of Defendant's conduct.

92. Defendant's actions have been willful, malicious and fraudulent, with knowledge of the likelihood of deception, and with intent to deceive.

93. Pursuant to 15 U.S.C. § 1117, NT is entitled to recover multiplied or enhanced damages.

94. This is an "exceptional case" under 15 U.S.C. § 1117, and therefore NT is entitled to an award of attorneys' fees and costs.

COUNT IV
COMMON LAW TRADEMARK INFRINGEMENT

95. Plaintiff hereby incorporates by reference all paragraphs as though set forth fully at length herein.

96. The aforesaid conduct of Defendant constitutes trademark infringement under the common law of Pennsylvania.

97. Unless Defendant is enjoined, Defendant will continue to promote its products and services by unlawfully using the NT trademark, NT's text, images, and other intellectual property, and/or other marks that are confusingly similar thereto in the United States and in this jurisdiction.

98. NT will continue to suffer irreparable harm unless Defendant is temporarily, preliminarily, and permanently restrained from continuing to use the NT trademark and intellectual property, and/or other marks that are confusingly similar thereto.

99. Issuance of injunctive relief is justified by Defendant's conduct, is needed to avert irreparable harm, is justified by the balance of the equities, and is in the public interest.

COUNT V
UNFAIR COMPETITION / UNFAIR OR DECEPTIVE TRADE PRACTICES
73 P.S. § 201-2

100. Plaintiff hereby incorporates by reference all paragraphs as though set forth fully at

length herein.

101. The Unfair Trade Practices and Consumer Protection Law (“UTPCPL”) prohibits unfair methods of competition and unfair or deceptive acts or practices. *See* 73 P.S. § 201-2.

102. Specifically, the following have been deemed unlawful in Pennsylvania:

- (i) Passing off goods or services as those of another;
- (ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- (iii) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;
- ...
- (v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- ...
- (vii) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (viii) Disparaging the goods, services or business of another by false or misleading representation of fact;
- ...
- (xi) Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;
- ...
- (xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

See Id.

103. The UTPCPL regulates an array of practices which might be analogized to passing off, misappropriation, trademark infringement, disparagement, false advertising, fraud, breach of contract, and breach of warranty. *Belmont v. MB Inv. Partners, Inc.*, C.A.3 (Pa.) 2013, 708 F.3d 470.

104. The UTPCPL provides a private remedy for all violations of the UTPCPL that might otherwise escape remedy because they do not affect the public interest and therefore would

not be subject to enforcement by the Attorney General. *In re Smith*, 866 F.2d 576, 583 (3d Cir. 1989).

105. By the conduct detailed herein, Plaintiff's agent purchased goods from the Defendant for personal, family, and household purposes.

106. However, in doing so, Plaintiff's agent discovered that Defendant's representations about the timing, shipping, and customer service were false, and amounted to misrepresentations.

107. Accordingly, and as detailed more fully herein, Defendant has engaged in unfair competition and deceptive acts or practices in trade.

108. Such conduct has caused and continues to cause harm, including to Plaintiff as detailed herein.

109. As detailed herein, Defendant's conduct was intentional, knowing, and purposeful.

110. Pursuant to the UTPCPL, Plaintiff is entitled to injunctive relief.

111. Pursuant to the UTPCPL, Plaintiff is entitled to recover treble damages as well as its attorney's fees as a result of Defendant's conduct.

PRAYER FOR RELIEF

WHEREFORE, NT prays for judgment as follows:

- (a) that Defendant be found to have willfully infringed NT's rights in and to the NT trademark under 15 U.S.C. § 1114;
- (b) that Defendant be found to have willfully engaged in false designation of origin and unfair competition with respect to its use of the term "Ninja Transfer" and "Ninja Transfers" under 15 U.S.C. § 1125;
- (c) that Defendant be found to have willfully engaged in copying and trading on the "look and feel" of the NT website under 15 U.S.C. § 1125;

- (d) that Defendant be found to have willfully engaged in false and misleading advertising under 15 U.S.C. § 1125;
- (e) that Defendant be found to have willfully infringed NT's rights in and to the NT trademark, NT's text, images, and likeness under the common law of Pennsylvania;
- (f) that Defendant has willfully violated the UTPCPL, engaged in deceptive trade practices, and engaged in unfair competition as defined by 73 P.S. § 201-2;
- (g) that Defendant's violation of the UTPCPL justifies the imposition of treble damages and attorney's fees pursuant to 73 P.S. § 201-9-2;
- (h) the Defendant and all of those acting in concert with it, including its agents and servants, and all those on notice of this suit, be preliminarily and permanently enjoined from: (i) marketing promoting, distributing, selling or offering to sell any services or products under the NT trademark, and/or other marks that are confusingly similar thereto, (ii) engaging in any activity constituting false advertising, and (iii) engaging in any activity constituting unfair competition with NT, or acts and practices that deceive the public and/or trade;
- (i) that Defendant be required to take such other measures as the Court may deem appropriate to prevent the public and/or the trade from deriving the erroneous impression that the services and/or products offered by Defendant are affiliated with, sponsored by, authorized by, related to or associated in any way with NT;
- (j) that Defendant be directed to pay NT an amount in excess of One Hundred and Fifty Thousand Dollars (\$150,000) as damages for Defendant's conduct as detailed herein;
- (k) that Defendant be directed to pay to NT all profits realized by Defendant as a result of its infringement, false designation of origin and unfair competition, and false advertising pursuant to 15 U.S.C. § 1117 and other applicable laws and statutes;

- (l) that NT be awarded treble damages and three times the amount of Defendant's illicit profits pursuant to 15 U.S.C. § 1117 and other applicable laws and statutes;
- (m) that Defendant pay NT's reasonable attorneys' fees, costs, and expenses incurred in connection with this action pursuant to 15 U.S.C. § 1117 and 17 U.S.C § 505;
- (n) that NT be awarded prejudgment and post judgment interest on any monetary award made part of the judgment against Defendant; and
- (o) that NT be awarded such additional and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: February 2, 2024


By: 
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Southampton, PA 18966
Tel. (215) 876-0800
kaminsky.esq@gmail.com
Attorney for Plaintiff

EXHIBIT “A”



Order #1299
Thank you, PERSONAL INFORMATION

Confirmed
January 12

On its way
January 16

Out for delivery
January 16

Delivered
January 16

Your order has been delivered

Your order has been delivered to the address you provided. If you haven't received it, or if you have any other problems, [contact us](#).

[Re-order the same items](#)

UPS® tracking number:
[1ZG26F830121260531](#)

Order details

Contact information
PERSONAL INFORMATION

Shipping address
PERSONAL INFORMATION
Philadelphia PA 19115
United States
PERSONAL INFORMATION

Shipping method
Express Shipping (NEXTDAY DELIVERY)

Payment method
PERSONAL INFORMATION

Billing address
PERSONAL INFORMATION
Philadelphia PA 19115
United States
PERSONAL INFORMATION

	1 DTF Gang Sheet Transfers	
	22 in X 12 in	
	upload: https://upload.cloudlift.app/s/039f1d-2/Fnp2CYSF07.jpg	\$6.00
	1 DTF Gang Sheet Transfers - Gang Sheet	
	Builder	
	22 in X 24 in	\$12.00
	Preview	
	Edit	
Subtotal		\$18.00
Shipping		\$25.99
Total		USD \$43.99

EXHIBIT “B”

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STATUS

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Mark: NINJA TRANSFERS

NINJA TRANSFERS

US Serial Number: 97888548

Application Filing Date: Apr. 14, 2023

US Registration Number: 7183060

Registration Date: Oct. 03, 2023

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Trademark, Service Mark

TM5 Common Status

Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office

Status: Registered. The registration date is used to determine when post-registration maintenance documents are c

Status Date: Oct. 03, 2023

Publication Date: Jul. 18, 2023

Mark Information

Mark Literal Elements: NINJA TRANSFERS

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Disclaimer: "TRANSFERS"

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *...* identify additional (new) wording in the goods/services.

For: Heat transfer paper; Thermal transfer ribbons

International Class(es): 016 - Primary Class

U.S Class(es): 002, 005, 022, 023, 02

Class Status: ACTIVE

Basis: 1(a)

First Use: Mar. 2022

Use in Commerce: Mar. 2022

For: On-line retail store services featuring custom direct to film printing materials, film transfers, and thermal pap

International Class(es): 035 - Primary Class

U.S Class(es): 100, 101, 102

Class Status: ACTIVE

Basis: 1(a)

First Use: Mar. 2022

Use in Commerce: Mar. 2022

For: Custom imprinting of heat transfer paper and thermal paper ribbons

International Class(es): 040 - Primary Class

U.S Class(es): 100, 103, 106

Class Status: ACTIVE

Basis: 1(a)

First Use: Mar. 2022

Use in Commerce: Mar. 2022

Basis Information (Case Level)

Current Owner(s) Information

Attorney/Correspondence Information

Prosecution History

TM Staff and Location Information

Assignment Abstract Of Title Information - Click to Load

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STATUS

DOCUMENTS

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Mark: NT NINJA TRANSFERS



US Serial Number: 98243696

Application Filing Date: Oct. 27, 2023

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Trademark, Service Mark

TM5 Common Status

Descriptor:



LIVE/APPLICATION/Awaiting Examination

The trademark application has been accepted by the Office (minimum filing requirements) and has not yet been assigned

Status: New application awaiting assignment to an examining attorney. [See current trademark processing wait ti](#)

Status Date: Oct. 27, 2023

Mark Information

Mark Literal Elements: NT NINJA TRANSFERS

Standard Character Claim: No

Mark Drawing Type: 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)

Description of Mark: The mark consists of the stylized words, "NINJA TRANSFERS" in black and to the right of a drawing; the drawing consists of a human face partially hidden by a blue and shades of light blue and dark blue throughout, containing a beige human face partially hidden by a blue and a grey head band with the black letters, "NT"..

Color Drawing: Yes

Color(s) Claimed: The color(s) blue, grey, beige, white and black is/are claimed as a feature of the mark.

Design Search Code(s): 02.01.01 - Busts of men facing forward; Heads of men facing forward; Men - heads, portraiture, or busts facing forward
04.09.01 - Face Masks (costume); Masks, Halloween (costume); Masks, theatrical masks

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (..) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Decals; Stickers; Heat transfer paper; Printed materials in the nature of decals for electronics, accessories, transfer ribbons

International Class(es): 016 - Primary Class**U.S Class(es):** 002, 005, 022, 023, 02**Class Status:** ACTIVE**Basis:** 1(a)**First Use:** Aug. 28, 2023**Use in Commerce:** Aug. 28, 2023**For:** On-line retail store services featuring custom direct to film printing materials, film transfers, custom stickers,**International Class(es):** 035 - Primary Class**U.S Class(es):** 100, 101, 102**Class Status:** ACTIVE**Basis:** 1(a)**First Use:** Aug. 07, 2023**Use in Commerce:** Aug. 07, 2023**For:** Custom imprinting of heat transfer paper and thermal paper ribbons; Custom imprinting of sticker sets**International Class(es):** 040 - Primary Class**U.S Class(es):** 100, 103, 106**Class Status:** ACTIVE**Basis:** 1(a)**First Use:** Aug. 07, 2023**Use in Commerce:** Aug. 07, 2023**Basis Information (Case Level)****Current Owner(s) Information****Attorney/Correspondence Information****Prosecution History****TM Staff and Location Information****Assignment Abstract Of Title Information - Click to Load****Proceedings - Click to Load**

EXHIBIT “C”

Thousands of 5 Star DTF Transfer Reviews

Our Customer Reviews

Michael s.
★★★★★

Prints came out nice thank
you

Linda O.
★★★★★

Beautiful , Great quality
made just as pictured.Fast
shipping. Very friendly and
helpful.Thank you for all
your help.

Joel C.
★★★★★

DTFs turned out great.
Shipping g was good.
Support this business.



Thousands of 5 Star DTF Transfer Reviews

Our Customer Reviews

Linda O.
★★★★★

Beautiful , Great quality
made just as pictured.Fast
shipping. Very friendly and
helpful.Thank you for all
your help.

Joel C.
★★★★★

DTFs turned out great.
Shipping g was good.
Support this business.

Damien P.
★★★★★

I loved it, and shipping is
fast, excellent attention



Thousands of 5 Star DTF Transfer Reviews

Our Customer Reviews

Melissa A.
★★★★★

NextDayDTF is my transfer treasure trove! A year in, and their DTF transfers are my creative fuel. Great service, quality transfer, I'm a happy artist

Bryan T.
★★★★★

They came out perfect! This is my 3rd order.. the shipping was fast

Merry B.
★★★★★

Nextdaydtf is the best hands down. When I need a DTF I'm ordering from this company. Customer service is amazing and needles to say shipping time is faster than a blink of an eye. You will not be disappointed

